

Robert W. Kenny in his final summation address detailing the work of the week-end conference panels. The conference was sponsored by a C.I.O. Political Action Committee-Democratic coalition although it was described as a "nonpartisan meeting" by Assemblyman Albert Dekker.

Dekker touched off a demonstration for the Attorney General by addressing him as "Governor." Most of the delegates informally declared their hope to "draft" Kenny as a candidate against Governor Warren.

Kenny himself wanted to keep the gubernatorial talk out of the conference lest it undo the work of the week-end. . . .

*Two items not on the call for the special session received attention of the unemployment insurance and social security panel. One recommended a \$60 old age pension at 60 and a \$60 minimum for aid to blind persons. Another was approval of compulsory health and hospital insurance. . . .*—San Francisco Chronicle, January 6.

#### Germ War Research at University of California

*War with bacteria and other microorganisms instead of bullets. . . .*

*War with plagues that would not be known to be war until millions were stricken. . . .*

*War, whose preparations by a handful of men could be disguised as the natural peacetime trends of medical research. . . .*

The War and Navy Departments on January 4, lifted, ever so slightly, the curtain of secrecy around wartime researches, proving that this nightmare is a definite possibility.

Simultaneous statements disclosed the United States, through investigations that centered at the University of California at Berkeley, mastered this new art of killing under threats that Germany and Japan would first use the tricks of biological warfare.

Japan, the War Department said, had made "definite progress" in preparing for bacterial warfare, but the war ended before she could develop the weapon for effective use.

#### Allies Were Ahead

The Allies, however, were far ahead of the Axis in the field, the services added. They did not intend to use germ warfare unless the enemy did first.

Navy research conducted over a 33-month period, primarily at the Berkeley campus, where students and staff thought something else was under analysis, confirmed that man-made epidemics could be an effective weapon in future wars.

The Navy said its "top secret" research resulted in information of "great value" in protecting the United States against possible bacterial attacks, and would contribute to peacetime control of communicable, airborne diseases.

Captain Albert Paul Krueger, Medical Corps, U.S.N.R., professor of bacteriology at U. C., commanded the U. C. project which was commissioned prior to Dec. 7, 1941, under direction of the then surgeon general of the Navy, Vice Admiral Ross T. McIntire.

The staff consisted of 19 officers and 45 enlisted men on V-J Day.

War Department researches were carried on additionally at laboratories in Maryland, Mississippi, Utah and Indiana. A total of 4,000 scientists and assistant personnel were employed by both services in inquiries labeled top secret.

#### "Influenza Research"

Dr. Krueger's work into bacterial war possibilities, it can now be told, had a public blind—that the microbe hunters were winning a hard fight against influenza viruses.

While a token group did evolve some preventatives and measures against the wracking flu bugs, the greater experiments went on, apparently to the point where the Navy could spread chaos with a disease described as "centuries old and one of the greatest killers."

The Navy will not disclose the disease with which it conducted its research at U. C., but levels falling into that general description might mean cholera, bubonic plague or typhus.

A protective suit with self contained oxygen supply was devised for the use of workers in any prospective rescue or decontamination operation.

The unit also participated in the testing of special antibacterial masks, vaccines, antibiotics and sulfa drugs—the measures designed for mass protections.

#### "No Infections Arose"

So efficient were precautionary measures taken by and for project workers that no infection due to the organisms studied occurred among investigators, the Navy reported. The work of the Berkeley unit is continuing into 1946

coördinated by the Bureau of Medicine and Surgery with the Army-Navy biological welfare program.

The War Department report, made to the secretary of war by George W. Merck, special consultant, declared the biological warfare program was undertaken "under the goad of necessity and aimed primarily toward securing for this nation and its troops in the field adequate protection against the possible use of biological warfare by the enemy."

## MEDICAL JURISPRUDENCE†

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### Contracts for the Maintenance of a Physician's Practice While He is in Military Service

The case of *Hamilton vs. Salopek*, 71 ACA 107, decided October 1, 1945, by the District Court of Appeal, involved construction of a contract between two physicians under which the defendant had agreed to maintain the practice of the plaintiff while the plaintiff was absent in military service.

The issue involved in the case was the right of the plaintiff, after his return from military service, to share in the accounts receivable which had accrued during the course of the defendant's operation of the office. The contract provided that the defendant was placed in charge of the plaintiff's medical office and professional equipment while the latter was away in service. Under the terms of the contract, defendant was to receive a specified salary or drawing account and a "designated percentage of the net office income." The contract provided that the defendant "does by these presents agree to associate with and maintain the medical practice of the party of the first part (plaintiff) until the party of the first part shall be released from the Government service and resume his said practice." The last paragraph of the contract specifically provided: "The purpose of this agreement is to provide for such period of time as the party of the first part is in the military service of the United States and absent from the community, and for the preservation of his practice."

During the time plaintiff was in service the defendant regularly accounted for and paid to plaintiff his share of the cash receipts, but upon the plaintiff's return and resumption of his practice a dispute arose as to plaintiff's rights to any portion of the outstanding accounts receivable, and plaintiff brought this action to recover his share.

The court's decision was as follows:

"From this summary of the entire agreement it appears that said contract was nothing more than a contract of employment wherein a profit-sharing arrangement had been worked out between the parties. Nothing can be found therein even intimating that Dr. A was in any way selling or disposing of, or otherwise turning over his practice to Dr. B. The practice remained that of Dr. A for the preservation of which the contract was executed. This being true, the defendant was entitled only to that 'compensation' which the contract specifically gave to him. Under the circumstances herein plaintiff might well have been entitled to an accounting of all accounts receivable from the defendant. However, plaintiff by his complaint merely requested that defendant be required to account for plaintiff's share in the accounts receivable on the same basis as provided in the agreement for the division of 'net office income.'

"The judgment is affirmed."

† Editor's Note.—This department of CALIFORNIA AND WESTERN MEDICINE, presenting copy submitted by Hartley F. Peart, Esq., will contain excerpts from the syllabi of recent decisions, and analyses of legal points and procedures of interest to the profession.